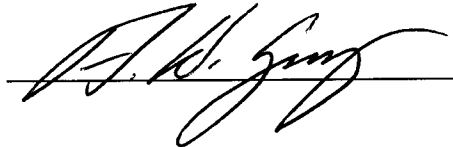


ALABAMA PUBLIC SERVICE COMMISSION

COUNTY OF Fulton  
STATE OF Georgia

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared WAYNE GRAY, who being by me first duly sworn deposed and said that he/she is appearing as a witness on behalf of BellSouth Telecommunications, Inc. before the Alabama Public Service Commission in Docket No. 29054, IN RE: Implementation of the Federal Communications Commission's Triennial Review Order (Phase II - Local Switching for Mass Market Customers), and if present before the Commission and duly sworn, his/her statements would be set forth in the annexed Rebuttal testimony consisting of 23 pages and 0 exhibits.



SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 3<sup>rd</sup> DAY OF MARCH, 2004

Micheale F. Bixler Notary Public

MICHEALE F. BIXLER  
Notary Public, Douglas County, Georgia  
My Commission Expires November 3, 2005

1 BELL SOUTH TELECOMMUNICATIONS, INC.  
2 REBUTTAL TESTIMONY OF A. WAYNE GRAY  
3 BEFORE THE ALABAMA PUBLIC SERVICE COMMISSION  
4 DOCKET NO. 29054  
5 MARCH 5, 2004  
6  
7

8 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR  
9 POSITION WITH BELL SOUTH TELECOMMUNICATIONS, INC.  
10 ("BELL SOUTH").  
11

12 A. My name is A. Wayne Gray. My business address is 675 West Peachtree Street,  
13 Atlanta, Georgia 30375. My title is Director – Regional Planning and Engineering  
14 Center in BellSouth's Network Planning and Support organization.  
15

16 Q. ARE YOU THE SAME A. WAYNE GRAY WHO PREVIOUSLY FILED DIRECT  
17 TESTIMONY IN THIS DOCKET ON JANUARY 20, 2004?  
18

19 A. Yes.  
20

21 Q. ARE YOU RESPONSIBLE FOR ENSURING THAT BELL SOUTH PROVISIONS  
22 COLLOCATION ARRANGEMENTS ON A TIMELY BASIS?  
23

24 A. Yes. I am responsible for ensuring that BellSouth provisions collocation  
25 arrangements in the timeframes required by state commissions, including the

1 Alabama Public Service Commission ("Commission"), and BellSouth's  
2 interconnection agreements.

3  
4 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

5  
6 A. My testimony rebuts portions of the direct testimony of MCI witness James D.  
7 Webber and AT&T witnesses Jay M. Bradbury and Mark Van de Water. These  
8 witnesses allege that competitive carriers are "impaired" as a result of issues  
9 regarding collocation in BellSouth's central offices. Such allegations are not true.  
10 As an initial matter, the only collocation issue that the Federal Communications  
11 Commission ("FCC") directed the states to consider in assessing impairment is  
12 "whether a lack of sufficient collocation space gives rise to impairment in [a]  
13 market." TRO ¶ 472. As set forth in my direct testimony, the availability of  
14 sufficient collocation space in BellSouth's Alabama central offices is not a  
15 problem and certainly does not give rise to impairment. Notably, none of the  
16 Competitive Local Exchange Carrier ("CLEC") witnesses cite even a single  
17 instance of an alleged space availability issue. Moreover, BellSouth has  
18 consistently achieved excellent results with respect to the collocation  
19 performance measurements established by this Commission, as discussed in  
20 greater detail in the testimony of BellSouth witness Alphonso Varner.

21  
22 Q. ALL PARTIES HAVE DIRECTED THIS COMMISSION TO VARIOUS  
23 PORTIONS OF THE TRO AND THE RULES IN SUPPORT OF THEIR  
24 POSITIONS IN THEIR DIRECT TESTIMONY. WHAT IS THE IMPACT OF THE

1 D.C. CIRCUIT COURT OF APPEALS ORDER ON THE TRO IN THIS  
2 PROCEEDING?  
3

4 A. Currently the impact of the DC Circuit Court's opinion is unclear. At the time of  
5 filing this testimony, the DC Court had vacated large portions of the rules  
6 promulgated as a result of the TRO, but stayed the effective date of the opinion  
7 for at least sixty days. Therefore my understanding is that the TRO remains  
8 intact for now, but its content, and the rules adopted thereto, must be suspect in  
9 light of the court's harsh condemnation of large portions of the order.  
10 Accordingly, we will reserve judgment, and the right to supplement our testimony  
11 as circumstances dictate, with regard to the ultimate impact of the DC Court's  
12 order on this case.  
13

14 **Testimony of MCI Witness James D. Webber**

15 Q. ON PAGE 10, MR. WEBBER ALLEGES THAT "WITHOUT COLLOCATION OR  
16 SOME OTHER METHOD OF PHYSICALLY ACCESSING CUSTOMER LOOPS,  
17 SUCH AS EELS. . . , MCI CANNOT OFFER SERVICES TO MOST OF ITS  
18 CURRENT, OR EMBEDDED, BASE OF CUSTOMERS ABSENT ACCESS TO  
19 UNBUNDLED LOCAL SWITCHING. DOES BELL SOUTH CURRENTLY HAVE  
20 SPACE AVAILABLE FOR COLLOCATION IN ITS ALABAMA CENTRAL  
21 OFFICES?  
22

23 A. Yes. As I testified in my direct testimony, collocation space is currently available  
24 in all of BellSouth's central offices in Alabama. If MCI needs collocation space in

1 any of BellSouth's central offices or wire centers in Alabama, BellSouth is  
2 committed to working closely with MCI to provide whatever collocation space  
3 MCI may need to serve its mass market customers.  
4

5 Q. IN REGARD TO EXTENDED ENHANCED LOOPS ("EELS"), CAN MCI ORDER  
6 EELS TODAY AND USE THESE EELS TO CONVERT ITS EMBEDDED UNE-P  
7 CUSTOMER BASE TO UNE-L?  
8

9 A. Yes. MCI can order a UNE-L and DS0 transport service as an EEL from its  
10 collocation space in one central office to its collocation space in another central  
11 office or to its own Point of Presence ("POP") or switch today.  
12

13 Q. IS THE FACT THAT MCI HAS CHOSEN NOT TO COLLOCATE IN ALL OF  
14 BELL SOUTH'S CENTRAL OFFICES IN ALABAMA OR REQUEST EELS TO  
15 SERVE ITS MASS MARKET CUSTOMERS RELEVANT IN THIS  
16 COMMISSION'S DETERMINATION OF COLLOCATION IMPAIRMENT?  
17

18 A. No. MCI has made a choice not to collocate in all of the BellSouth central offices  
19 in Alabama, which serve its UNE Platform ("UNE-P") customers. Furthermore, it  
20 appears that MCI has not ordered any EELs to serve these same customers.  
21 However, in the context of this proceeding, these facts are irrelevant. MCI has  
22 had, and will continue to have, very little incentive to collocate its equipment in  
23 these other central offices or request EELs from BellSouth, as long as BellSouth  
24 is required to provide unbundled local switching and UNE-P.  
25

1 Q. AT THE BOTTOM OF PAGE 43, MR. WEBBER ARGUES THAT BECAUSE  
2 CLECS HAVE TO COLLOCATE THEY ARE "BY DEFINITION -  
3 DISADVANTAGED AND THEREFORE POTENTIALLY IMPAIRED." DO YOU  
4 AGREE?

5  
6 A. No. As I stated above, the only question regarding collocation that is relevant  
7 under the impairment analysis set out by the FCC in its Triennial Review Order is  
8 whether a lack of sufficient collocation space gives rise to impairment in a  
9 particular market. There is no dispute that collocation space is currently  
10 available in all of BellSouth's central offices in Alabama.

11  
12 Q. ON PAGE 44, MR. WEBBER INDICATES THAT MCI IS NOT COLLOCATED IN  
13 ENOUGH OFFICES TO SERVE ITS UNE-P MASS MARKET CUSTOMER  
14 BASE. PLEASE COMMENT.

15  
16 A. That MCI is not currently collocated in all of the BellSouth central offices that  
17 serve MCI's UNE-P customers is irrelevant. Collocation space is available in  
18 Alabama and BellSouth is ready to provide whatever collocation space MCI may  
19 require in Alabama to serve its mass market customers.

20  
21 Q. ON PAGE 45, MR. WEBBER SPECULATES, WITHOUT ANY EVIDENCE, THAT  
22 IT IS "UNCLEAR WHETHER THE CLECS AS A WHOLE WILL BE ABLE TO  
23 OBTAIN COLLOCATION ARRANGEMENTS IN CONJUNCTION WITH THE  
24 NECESSARY TRANSPORT FACILITIES ON A TIMELY BASIS." IS HIS  
25 UNSUBSTANTIATED SPECULATION CORRECT?

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A. Absolutely not. Mr. Webber does not provide a single instance when MCI has been unable to obtain collocation in a timely manner. Pursuant to the Service Quality Measurement (SQM) plan this Commission adopted, BellSouth is measured every month on the time it takes to respond to all CLEC collocation applications (C-1 Measurement), the time it takes BellSouth to provision a collocation arrangement (C-2 Measurement), and the percentage of collocation provisioning interval due dates missed by BellSouth (C-3 Measurement). BellSouth's performance under the Commission's collocation measures has been uniformly superb, and BellSouth is committed to devoting the resources necessary to continue meeting the intervals prescribed by this Commission.

Q. HAS BELL SOUTH EVER MISSED ANY OF ITS COLLOCATION PROVISIONING INTERVALS IN ALABAMA?

A. No. BellSouth's goal is to complete the provisioning of collocation space as quickly as possible. Moreover, a CLEC may request permission to occupy its requested collocation space, and BellSouth will not unreasonably withhold its permission, prior to the completion of the space preparation activities being performed by BellSouth. This would enable the CLEC to install its equipment and facilities at the same time that BellSouth is completing its work activities to prepare the space in accordance with the CLEC's specifications.

Q. AT THE BOTTOM OF PAGE 45 AND TOP OF PAGE 46, MR. WEBBER SPECULATES THAT EVEN IF CLECS WERE TO OBTAIN COLLOCATION, "IT

1 IS NOT UNCOMMON TO EXPERIENCE SIGNIFICANT DELAYS BEFORE  
2 GAINING ACCESS TO THE REQUESTED ARRANGEMENTS.” IS HE  
3 CORRECT?  
4

5 A. No. BellSouth is not aware of any CLEC that has been unable to access its  
6 collocation arrangement pursuant to the terms and conditions contained in the  
7 CLEC’s interconnection agreement, and Mr. Webber cites no evidence to support  
8 his assertion to the contrary.  
9

10 BellSouth does have certain security access requirements that the CLEC must  
11 comply with, including certification that its employees and vendors have  
12 completed security training and meet certain security requirements, in order to  
13 gain access to a specific central office. However, once the CLEC has met these  
14 requirements, there would be no reason for a CLEC to be denied access to the  
15 central office in which its collocation arrangement is located. If the CLEC fails to  
16 comply with the security requirements, then the CLEC has the right to request a  
17 BellSouth Security Escort, which will be coordinated and scheduled with the  
18 CLEC before the CLEC is permitted access into the requested central office.  
19

20 **Testimony of AT&T Witness Jay M. Bradbury**

21 Q. ON PAGE 8, MR. BRADBURY STATES THAT “CLEC BACKHAUL COSTS  
22 INCLUDE THE NON-RECURRING COSTS NECESSARY TO ESTABLISH A  
23 COLLOCATION ARRANGEMENT IN EVERY ILEC WIRE CENTER IN WHICH  
24 THE CLEC WISHES TO OFFER MASS MARKET SERVICES.” PLEASE  
25 COMMENT.



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A. Mr. Bradbury is wrong. It is not necessary for a CLEC to collocate in every central office in which it wishes to offer mass market services. The CLEC can purchase from BellSouth an extended enhanced loop (“EEL”), which is the combination of a local loop and interoffice transport to a wire center where the CLEC’s switch is collocated. BellSouth also offers an assembly point product, which allows CLECs to combine UNEs in a specific central office, without the necessity for the CLEC to collocate in that office.

With respect to the rates a CLEC incurs for collocation, this Commission established those rates in previous proceedings. Any complaint that AT&T may have about the Commission-approved rates should be raised in the next cost proceeding and certainly does not constitute any grounds for a finding of impairment.

Q. AT THE BOTTOM OF PAGE 20 AND TOP OF PAGE 21, MR. BRADBURY STATES THAT “THE FCC’S RULES DO NOT PERMIT A CLEC TO PLACE A CIRCUIT SWITCH IN A COLLOCATION” AND THEN QUOTES FROM 47 C.F.R. §51.323 AS SUPPORT. IS HE CORRECT?

A. No. 47 C.F.R. § 51.323(b) states:  
  
An incumbent LEC shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements.

1 The FCC goes on to clarify the above statement in subsections (b)(1) – (3) of the  
2 Rule as follows:

- 3
- 4 (1) Equipment is necessary for interconnection if an inability to  
5 deploy that equipment would, as a practical, economic, or  
6 operational matter, preclude the requesting carrier from  
7 obtaining interconnection with the incumbent LEC at a level  
8 equal in quality to that which the incumbent obtains within its  
9 own network or the incumbent provides to any affiliate,  
10 subsidiary, or other party.
- 11
- 12 (2) Equipment is necessary for access to an unbundled network  
13 element if an inability to deploy that equipment would, as a  
14 practical, economic, or operational matter, preclude the  
15 requesting carrier from obtaining nondiscriminatory access  
16 to that unbundled network element, including any of its  
17 features, functions, or capabilities.
- 18
- 19 (3) Multi-functional equipment shall be deemed necessary for  
20 interconnection or access to an unbundled network element if  
21 and only if the primary purpose and function of the equipment,  
22 as the requesting carrier seeks to deploy it, meets either or  
23 both of the standards set forth in paragraphs (b)(1) and (b)(2)  
24 of this section. For a piece of equipment to be utilized primarily  
25 to obtain equal in quality interconnection or nondiscriminatory  
26 access to one or more unbundled network elements, there also  
27 must be a logical nexus between the additional functions the  
28 equipment would perform and the telecommunication services  
29 the requesting carrier seeks to provide to its customers by  
30 means of the interconnection or unbundled network element.  
31 The collocation of those functions of the equipment that, as  
32 stand-alone functions, do not meet either of the standards set  
33 forth in paragraphs (b)(1) and (b)(2) of this section must not  
34 cause the equipment to significantly increase the burden on the  
35 incumbent's property.

36

37 Q. DO THE FCC'S RULES PRECLUDE A CLEC FROM PLACING A CIRCUIT  
38 SWITCH IN A COLLOCATION ARRANGEMENT?

1 A. No, so long as the circuit switch is being used for the purpose(s) of  
2 interconnecting and/or accessing unbundled network elements in the provision of  
3 telecommunications services.

4  
5 Q. DOES BELLSOUTH PERMIT CLECS TO PLACE CIRCUIT SWITCHES IN  
6 COLLOCATION SPACE?

7  
8 A. Yes, as long as the CLEC is utilizing the circuit switch **primarily** for the purposes  
9 of interconnection and/or access to unbundled network elements in the provision  
10 of telecommunications services to its customers.

11  
12 Q. ON PAGE 25, MR. BRADBURY APPEARS TO IMPLY THAT SUFFICIENT  
13 COLLOCATION SPACE DOES NOT EXIST IN THE ILEC'S CENTRAL  
14 OFFICES. IS HIS ASSESSMENT ACCURATE?

15  
16 A. No. While BellSouth cannot speak on behalf of the other ILECs in Alabama, as I  
17 testified above, collocation space is available in every BellSouth central office in  
18 Alabama.

19  
20 Q. ON PAGE 25, MR. BRADBURY STATES THAT "THE COLLOCATION POWER  
21 CHARGES ARE DRIVEN BY THE CHARGES FOR REDUNDANT POWER  
22 FEEDS (SIZED FOR THE MAXIMUM DEMAND IN THE COLLOCATION) AND  
23 THE NECESSARY HVAC FOR THE COLLOCATED EQUIPMENT." IS HE  
24 CORRECT?

1 A. Only partially. Mr. Bradbury is correct that the collocation power charges are  
2 driven by the charges for redundant power feeds ("A and B" power cable feeds).  
3 However, he is not correct in his statement that collocation power charges are  
4 driven by the necessary HVAC for the collocated equipment. BellSouth's DC  
5 power charges do not include any HVAC costs associated with collocation.  
6 These costs are recovered in the monthly Floor Space Charges paid by the  
7 CLECs to BellSouth, not in the DC Power charges.

8  
9 Q. ON PAGE 26, MR. BRADBURY COMPLAINS THAT "THE AVERAGE COST OF  
10 COLLOCATION . . . MAY BECOME PROHIBITIVE, BECAUSE THE  
11 EQUIPMENT DEPLOYED ACTUALLY REQUIRES SUBSTANTIALLY LESS  
12 SPACE AND/OR POWER THAN THE MINIMUM SPACE REQUIRED OR  
13 POWER CHARGED FOR BY THE ILEC." IS HIS ASSESSMENT ACCURATE?

14  
15 A. No. Mr. Bradbury's complaint is mere speculation and is not supported by any  
16 facts. Furthermore, in regard to Mr. Bradbury's allegation regarding minimum  
17 space requirements, BellSouth permits CLECs to request cageless collocation  
18 space in increments as small as that required for a single bay or rack of  
19 equipment. For caged collocation space, BellSouth recently reduced its minimum  
20 requirement from 100 square feet to 50 square feet. Additional increments of 50  
21 square feet for caged collocation will continue to be allowed.

22  
23 Q. FINALLY, MR. BRADBURY STATES THAT "THE INCUMBENT SOMETIMES  
24 APPLIES LARGE UP-FRONT ONE-TIME CHARGES FOR THE COLLOCATION  
25 APPLICATION, CAGE ENGINEERING (WHETHER FOR SPACE OR POWER)

1 OR ADMINISTRATIVE FEES (SUCH AS PROJECT MANAGEMENT, SPACE  
2 AVAILABILITY REPORTS, ETC.).” IS HE CORRECT?  
3

4 A. No. As an initial matter, BellSouth’s collocation rates have been established by  
5 this Commission. Non-recurring charges allow BellSouth to recover the one-time  
6 costs it incurs to provision collocation space for the CLEC. BellSouth’s Initial  
7 Application Fee of \$1,879.48 covers BellSouth’s nonrecurring costs associated  
8 with the CLEC’s submission of an initial application or service inquiry requesting  
9 a specific collocation arrangement. This fee includes the following work activities  
10 performed by BellSouth’s employees and suppliers: reviewing the initial  
11 application and collocation agreement, gathering, preparing and distributing  
12 BellSouth’s application response to the customer, processing the application fee,  
13 setting up billing account information, coordinating meetings with the appropriate  
14 work groups, developing a project timeline, resolving any Network issues,  
15 reviewing power capacity requirements to ensure that adequate capacity is  
16 available, determining the availability of duct space, researching options for the  
17 point of interconnection, reviewing the facility requested, entering tracking data  
18 and the associated work request(s), reviewing the application for space, power,  
19 and cabling requirements, performing a site visit to verify space availability and  
20 inspecting space conditions, coordinating space selection, preparation, cable and  
21 power requirements, and performing a central office survey and cost estimate for  
22 the CLEC.  
23

1 Q. DOES BELLSOUTH APPLY LARGE UP-FRONT ONE-TIME CHARGES FOR  
2 "CAGE ENGINEERING (WHETHER FOR SPACE OR POWER)" AS MR.  
3 BRADBURY ALLEGES?  
4

5 A. No. BellSouth does not assess one-time (nonrecurring) charges for the floor  
6 space associated with a caged collocation arrangement, the central office and  
7 common system modifications required to accommodate caged collocation  
8 space, or the amount of DC power requested by the CLEC. The fees to recover  
9 those costs are all billed as monthly recurring charges.  
10

11 Q. WHAT DOES BELLSOUTH CHARGE FOR ADMINISTRATIVE FEES (SUCH AS  
12 PROJECT MANAGEMENT, SPACE AVAILABILITY REPORTS, ETC.)?  
13

14 A. "Administrative fees" (such as project management fees) are included in  
15 BellSouth's Initial Application Fee (which is described above) or in the Firm Order  
16 Processing fee (\$600.71), which includes the nonrecurring costs associated with  
17 BellSouth's receipt, review, and processing of a collocation Bona Fide Firm  
18 Order. These costs include processing payments, distributing information to  
19 various work groups, scheduling meetings internally and externally, and  
20 establishing and monitoring project critical dates.  
21

22 BellSouth only bills a CLEC for a Space Availability Report when a CLEC  
23 requests that BellSouth prepare this report for a specific central office. The  
24 CLEC is not billed for this report until after BellSouth has provided the requested

1 report to the CLEC. To my knowledge, AT&T has never requested a Space  
2 Availability Report for any central office in the BellSouth Region  
3

4 **Testimony of AT&T Witness Mark Van de Water**

5 Q. ON PAGE 49, MR. VAN DE WATER CITES PARAGRAPH 514 OF THE FCC'S  
6 TRO AS REQUIRING BELL SOUTH TO "PROVIDE" CROSS-CONNECTIONS  
7 BETWEEN THE FACILITIES OF TWO CLECS (emphasis in original). WHAT  
8 ARE THE FCC'S RULES REGARDING BELL SOUTH'S OBLIGATION TO  
9 "PROVIDE" CO-CARRIER CROSS-CONNECTIONS?  
10

11 A. 47 C.F.R. § 51.323(b)(h) states:  
12

13 (h) As described in paragraphs (1) and (2) of this section, an  
14 incumbent LEC shall permit a collocating telecommunications  
15 carrier to interconnect its network with that of another  
16 collocating telecommunications carrier at the incumbent LEC's  
17 premises and to connect its collocated equipment to the  
18 collocated equipment of another telecommunications carrier  
19 within the same premises, provided that the collocated  
20 equipment is also used for interconnection with the incumbent  
21 LEC or for access to the incumbent LEC's unbundled network  
22 elements.

23  
24 (1) An incumbent LEC shall provide, at the request of a  
25 collocating telecommunications carrier, a connection between  
26 the equipment in the collocated spaces of two or more  
27 telecommunications carriers, ***except to the extent the***  
28 ***incumbent LEC permits the collocating parties to provide***  
29 ***the requested connection for themselves or a connection is***  
30 ***not required under paragraph (h)(2) of this section.*** Where  
31 technically feasible, the incumbent LEC shall provide the  
32 connection using copper, dark fiber, lit fiber, or other  
33 transmission medium, as requested by the collocating  
34 telecommunications carrier. (emphasis added)  
35

36 (2) ***An incumbent LEC is not required to provide a***  
37 ***connection between the equipment in the collocated spaces***

1 ***of two or more telecommunications carriers if the***  
2 ***connection is requested pursuant to section 201 of the Act,***  
3 ***unless the requesting carrier submits to the incumbent LEC***  
4 ***a certification that more than 10 percent of the amount of***  
5 ***traffic to be transmitted through the connection will be***

6 ***interstate.*** The incumbent LEC cannot refuse to accept the  
7 certification, but instead must provision the service promptly. Any  
8 incumbent LEC may file a section 208 complaint with the  
9 Commission challenging the certification if it believes that the  
10 certification is deficient. No such certification is required for a  
11 request for such connection under section 251 of the Act.  
12 (emphasis added)  
13  
14

15 Q. DOES BELLSOUTH COMPLY WITH THE FCC'S RULES?  
16

17 A. Yes. BellSouth permits collocated CLECs to provision the necessary Co-Carrier  
18 Cross Connects ("CCXCs") themselves, in compliance with 47 C.F.R. §  
19 51.323(b)(h)(1).  
20

21 Q. WHAT ABOUT THE FCC'S REQUIREMENT UNDER 47 C.F.R. §51.323  
22 (b)(h)(2)? HAS BELLSOUTH FILED A SECTION 201 CCXC OFFERING IN ITS  
23 FCC TARIFF NO. 1?  
24

25 A. Yes. BellSouth recently filed its Section 201 CCXC tariff offering in the BellSouth  
26 FCC Tariff No. 1, as required by 47 C.F.R. § 51.323(b)(h)(2). In order to  
27 differentiate the tariff offering, CCXCs offered pursuant to the tariff are called  
28 "Intra-Office Collocation Cross Connects" in the tariff. This tariff is in effect, so  
29 AT&T and other CLECs can place orders pursuant to the Section 201 tariff  
30 offering. However, as the FCC has stated in its rules, any CLEC that orders this  
31 product must certify that more than 10% of the traffic transmitted over this intra-  
32 office cross connection will be interstate.



1  
2 Q. ON PAGES 51 - 55, MR. VAN DE WATER COMPLAINS ABOUT BELL SOUTH'S  
3 POLICY REGARDING THE USE OF MULTIPLE COMPANY CODES TO PLACE  
4 ORDERS TO COLLOCATION ARRANGEMENTS. WHAT IS BELL SOUTH'S  
5 UNDERSTANDING OF THIS ISSUE?  
6

7 A. BellSouth understands that this issue arises due to AT&T's use of multiple  
8 company codes. AT&T is complaining that one AT&T entity cannot place orders  
9 on behalf of another AT&T entity for services that it wishes to originate or  
10 terminate to the second AT&T entity's collocation space. What has happened is  
11 that AT&T has established its collocation sites using the Access Customer Name  
12 Abbreviation ("ACNA") "ATX" (for AT&T), but is placing service requests to these  
13 sites using the ACNA "TPM" for Teleport Communications Group or "FIM" for  
14 North Point (both of which AT&T acquired). In other words, AT&T wishes to  
15 permit those entities it has acquired over the years, and which have different  
16 ACNAs, to place orders to the collocation sites that belong to the ACNA "ATX"  
17 for AT&T. When AT&T orders collocation space from BellSouth, the collocation  
18 "address" is built into the cable and pair identification records using the ACNA of  
19 the ordering CLEC. It is BellSouth's policy not to accept assignments from  
20 CLECs other than the owner of the collocation space in order to protect a  
21 CLEC's assets/property. Therefore, BellSouth's ordering and provisioning  
22 systems are designed to prevent unauthorized assignment of its customers'  
23 collocation assets.  
24

1 Q. ON PAGE 51, MR. VAN DE WATER ARGUES THAT "BELLSOUTH'S  
2 POLICIES, PRACTICES, AND SYSTEMS EFFECTIVELY PREVENT A CLEC  
3 FROM BEING ABLE TO ORDER A LOOP FROM BELLSOUTH AND  
4 SWITCHING FROM ANOTHER CLEC." IS THIS TRUE?

5  
6 A. No. BellSouth's policies, practices, and systems do not prohibit a CLEC from  
7 ordering a UNE loop from BellSouth and the switching function from another  
8 CLEC, except when the CLEC is requesting that a DS0 UNE loop be provided to  
9 another CLEC's collocation space.

10  
11 Q. IN SUPPORT OF HIS ARGUMENT, MR. VAN DE WATER ALLEGES "IF AT&T  
12 WERE TO SUBMIT A SERVICE REQUEST TO PURCHASE A LOOP FROM  
13 BELLSOUTH AND DELIVER IT TO ANOTHER CLEC'S COLLOCATION,  
14 BELLSOUTH'S SYSTEMS COULD NOT PROCESS THE ORDER." PLEASE  
15 COMMENT.

16  
17 A. If AT&T were trying to order a UNE loop at a DS0 level to terminate to another  
18 CLEC's collocation space, BellSouth's ordering system would reject the order for  
19 manual intervention for the reasons described above, because AT&T's ACNA  
20 and the receiving CLEC's ACNA would be different. BellSouth's billing systems  
21 cannot process a LSR at the DS0 (2-wire or 4-wire) level of service for the  
22 connection of a local loop to another CLEC's collocation space, because the  
23 collocation "address" is built into the cable and pair identification records using  
24 the ACNA of the ordering CLEC. This requirement has been in place from the  
25 initial implementation of BellSouth's ordering system for all DS0 level services.

1 If AT&T wished to place an order for transport to another CLEC's collocation  
2 space, at a DS1 or higher level of service, and the receiving carrier had provided  
3 AT&T with the appropriate terminating Connecting Facility Assignment ("CFA")  
4 and a Letter of Authorization ("LOA") indicating its permission for AT&T to  
5 terminate its transport into the receiving CLEC's collocation space, then  
6 BellSouth could process the order through its ordering system as requested by  
7 AT&T. It should be noted that AT&T would be the party billed for the service and  
8 would be responsible for requesting the appropriate cross connection, by service  
9 type (DS1, DS3, 2-fiber, or 4-fiber). If the service requested by AT&T was for the  
10 termination of UNE transport into another CLEC's collocation space, then the  
11 associated cross-connects would be those contained in AT&T's interconnection  
12 agreement. If AT&T ordered its transport service from the tariff, then the  
13 appropriate cross-connects contained in the associated tariff would apply.

14  
15 Q. IN LIGHT OF THE ORDERING SYSTEM ISSUE IDENTIFIED ABOVE, HOW  
16 COULD A CLEC ACHIEVE ITS DESIRE TO PLACE AN ORDER FOR A DS0  
17 LOOP FROM BELL SOUTH AND WHOLESALE SWITCHING FROM ANOTHER  
18 CLEC?

19  
20 A. The most effective means for AT&T to eliminate this problem is to use  
21 BellSouth's "Transfer of Ownership" process to convert all of its collocation sites  
22 to one common ACNA, presumably the "ATX" ACNA. This would eliminate  
23 AT&T's concern and there would be no further fall-out of AT&T's orders in  
24 BellSouth's ordering and provisioning systems resulting from the use of multiple  
25 ACNAs.

1  
2 Another option would be for the ordering CLEC (in this case, AT&T) to request a  
3 DS0 loop into its collocation space and then place a co-carrier cross connection  
4 ("CCXC") between its collocation space and that of the receiving CLEC, if both  
5 CLECs have collocation space in the same central office. This would allow the  
6 ordering CLEC and the receiving CLEC to directly exchange their traffic in the  
7 same central office, without any intervention by BellSouth.

8  
9 Finally, AT&T could use a "Guest/Host" collocation arrangement to establish a  
10 guest presence in the central office for which AT&T wished to order services.  
11 Under the "Guest/Host" arrangement, each Guest is assigned a unique Access  
12 Carrier Terminal Location ("ACTL") and specific CFAs within the caged  
13 collocation space. Using the Guest/Host scenario, for illustrative purposes,  
14 suppose that AT&T is trying to order wholesale switching from MCI. This  
15 arrangement would be made possible through the following steps: First, MCI (or  
16 the "Host" in this scenario) would submit a Collocation Augment Application to  
17 BellSouth, pursuant to its interconnection agreement, and a LOA for the new  
18 entity, AT&T (the "Guest" in this scenario). With a Guest/Host arrangement, if  
19 the Augment Application requests that MCI's existing CFAs be converted to the  
20 new ACTL for AT&T, then BellSouth will perform the work to make the necessary  
21 changes in BellSouth's cable and pair assignments and update its facility  
22 assignment databases. As soon as BellSouth has completed the migration of  
23 these CFAs to reflect the assignment of these CFAs to AT&T, then MCI will be  
24 notified that BellSouth can accept orders from AT&T. If the Augment Application  
25 submitted by MCI requests that new CFA facilities be provisioned under ATT's

1        ACTL, then BellSouth will perform the work necessary to complete the  
2        assignment of the new CFAs and will then accept orders directly from AT&T  
3        using these new CFAs.

4  
5    Q.    AT THE TOP OF PAGE 57, MR. VAN DE WATER STATES THAT "IF  
6        UNBUNDLED LOCAL SWITCHING IS NO LONGER AVAILABLE TO  
7        COMPETITORS, ALL COMPETITORS WILL HAVE TO INSTALL THEIR OWN  
8        FACILITIES IN COLLOCATION SPACE." IS THIS TRUE?

9  
10   A.    It depends. If a CLEC already has sufficient collocation space in the central  
11        offices that serve its mass market customers, then there would be no need for  
12        the CLEC to augment its existing space. However, if the CLEC does not have  
13        collocation space in a particular central office or does not have sufficient space in  
14        a particular central office to serve its mass market customers, then the CLEC  
15        must request a new collocation arrangement, augment an existing collocation  
16        arrangement or use EELs to reach these customers.

17  
18        In those instances in which a CLEC does not currently have the necessary  
19        collocated facilities and network equipment in place to support the migration of its  
20        embedded base of UNE-P customers, the CLEC may request new or additional  
21        collocation space for the placement of its network equipment to achieve the  
22        migration of its UNE-P customers to UNE-L. Pursuant to this request, BellSouth  
23        would complete any such request for collocation space within the Commission-  
24        ordered provisioning intervals (which are dependent upon the type of collocation  
25        space requested – i.e., virtual, caged or cageless) or pay substantial penalties for

1 missing these intervals. As soon as BellSouth receives an order for collocation  
2 space from a CLEC, BellSouth begins preparing the space to meet the particular  
3 specifications requested by the CLEC. In addition, the CLEC can request  
4 permission to occupy the requested space prior to BellSouth's completion of the  
5 space provisioning.

6  
7 Q. IS THERE ANY OTHER TYPE OF ARRANGEMENT, BESIDES COLLOCATION,  
8 THAT CAN BE USED BY A CLEC TO REACH ITS CUSTOMERS IF  
9 UNBUNDLED LOCAL SWITCHING IS ELIMINATED?

10  
11 A. Yes. As I stated above, a CLEC may also order EELs from its end user at the  
12 DS0 level (which may or may not terminate into the CLEC's collocation space) to  
13 its switch, POP or other designated location as a means of converting its  
14 embedded UNE-P base to UNE-L service. The DS0 transport piece of the EEL  
15 may terminate to the CLEC's collocation space or it may terminate directly at the  
16 CLEC's POP.

17  
18 Q. MR. VAN DE WATER IMPLIES THAT BELL SOUTH MAY NOT BE ABLE TO  
19 ACCOMMODATE A "DRAMATIC" INCREASE IN COLLOCATION SPACE IF  
20 UNBUNDLED LOCAL SWITCHING IS NO LONGER AVAILABLE TO CLECS?  
21 PLEASE COMMENT.

22  
23 A. Mr. Van de Water's testimony on this point is nothing more than speculation. Mr.  
24 Van de Water cites no facts to support his suggestion that BellSouth is not  
25 equipped to handle the processing of the increased collocation applications it

1 might receive in the future. Furthermore, Mr. Van de Water fails to consider that  
2 if the number of collocation applications received by BellSouth significantly  
3 increases, so there becomes a need for BellSouth to increase its current staffing  
4 levels, BellSouth is prepared to do so. Also, BellSouth is continually analyzing  
5 and updating its electronic ordering system, called the e.App system, for the  
6 processing of collocation applications to ensure that BellSouth uses the most  
7 efficient means of processing all requested applications.

8  
9 Q. MR. VAN DE WATER SPECULATES THAT "THE INTERVAL TO OBTAIN AND  
10 BUILD OUT COLLOCATION SPACE LIKELY WILL INCREASE." DO YOU  
11 AGREE?

12  
13 A. Absolutely not. As demonstrated in BellSouth witness Al Varner's testimony,  
14 BellSouth's current performance clearly shows that BellSouth is extremely  
15 committed to providing carriers with collocation space in its central offices as  
16 quickly as possible and in accordance with the provisioning intervals ordered by  
17 this Commission. Mr. Van de Water implies that this will change if BellSouth  
18 experiences an increase in the number of collocation applications it receives,  
19 which Mr. Van de Water is assuming will be significantly greater than the number  
20 of current applications being processed by BellSouth today. Mr. Van de Water  
21 neglects to mention, however, that if BellSouth fails to meet the performance  
22 standards ordered by this Commission, BellSouth must pay SEEMs penalties to  
23 those CLECs that are directly affected by BellSouth's inability to complete the  
24 CLECs' collocation arrangements within the required provisioning intervals.  
25 Consequently, BellSouth has no incentive to delay the provisioning of a CLEC's

1 requested collocation space and every incentive to continue to provision space  
2 on a timely basis.

3  
4 Q. FINALLY, ON PAGE 57, MR. VAN DE WATER SUGGESTS THAT SUFFICIENT  
5 COLLOCATION SPACE MAY NOT BE AVAILABLE IN SMALL, REMOTE  
6 CENTRAL OFFICES. DO YOU AGREE?

7  
8 A. No. In fact, typically it is the smaller, rural (which is what I believe Mr. Van de  
9 Water is referring to by his reference to "remote") central offices that have more  
10 collocation space available than many of the larger offices. It has been  
11 BellSouth's experience that frequently it is the larger central offices or those  
12 central offices that are located in densely populated, metropolitan areas that are  
13 the most likely to reach space exhaust. This is likely due to the fact that these  
14 larger offices typically house a BellSouth tandem switch or serve a large  
15 customer base in a densely populated and/or fast-growing area.

16  
17 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

18  
19 A. Yes.